

# Jessamine County Board of Education

## Agenda Item



**Jessamine  
County  
Schools**

- Consent Agenda
- Action Item
- Report
- Information

**Meeting Date:** January 22, 2023

**Staff Contact Person:** Jason U'Wren, Director of Finance

**Subject:** West Shared Use Trail Parcel 9

**Background:** The Kentucky Transportation Cabinet (KYTC) Division of Right of Way & Utilities is presenting an offer of \$64,400 to purchase three Tracts of property along Wilmore Road (KY 29). Tract A consists of .812 acres, Tract B consists of .339 acres, and Tract C consists of .851 acres. The three Tracts are located on West Middle & Rosenwald Dunbar campuses.

**Budget Implications:** Addition to General Fund contingency

**Superintendent's Recommendation:** Accept the proposed offer of \$64,400 for the property along Wilmore Road (KY 29) and approve signature on the deed of conveyance.

Offer Date: 12/8/2023

Jessamine 7-3215.00-SYP  
9238001R TAP 4003010  
KY-29  
Parcel: 9

Re: Offer to Purchase (Partial)

Dear Jessamine Co School District Finance Corporation,

Your property is needed for construction of:

WEST HIGH SHARED USE TRAIL - CONSTRUCT A 4,700 FEET OF A 12? WIDE SHARED USE TRAIL ALONG WILMORE RD (KY 29) FROM COOKS LANE TO ALLIE RUN AND IMPROVE THE JESSAMINE STATION RD INTERSECTION (2016BOP)

It has been valued on the basis of current market information and the Before and After Value appraisal method as required by state law (KRS 416.660).

As reflected on the attached appraisal, our offer for the property is \$64,400.00.

This offer includes compensation for all items specifically noted above. This offer does not include any item generally defined as personal property, a tenant-owned improvement, or any relocation assistance.

To convey this property, all parties having an interest must sign a deed. After signing the conveyance agreement, a check will be issued for closing. Before delivery of the check, any mortgage, lien, tax assessment, or other encumbrance, except an easement of record, will have to be released.

We will be glad to answer any questions you may have regarding this acquisition and our procedures.

Respectfully yours,



Matt McMackin, Right of Way Agent  
Consultant



MEMORANDUM OF UNDERSTANDING

Table with 4 columns: COUNTY, ITEM NO., PARCEL, NAME. Row 1: Jessamine, 7-3215.00, 9, Jessamine Co School District Finance Corp. Row 2: PROJECT NO., FEDERAL NUMBER, PROJECT. Row 3: 12F0 FD52 057 92380 01R, TAP 4003 010, West High Shared Use Trail

Property Owners: Jessamine Co School District Finance Corp, 871 Wilmore Road, Nicholasville, KY, 40356

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated \_\_\_\_\_.

The related deed conveys the following interests and amounts of real property as shown on the official plans:

Table with 4 columns: Interest Type, Amount, Square feet, Acres. Rows: Fee simple (35,405), Permanent easement (14,751), Temporary easement (37,053), Excess property in fee simple

The total consideration to be paid for the property conveyed is \$ \$64,400.

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

- Checkboxes for acquisition types: total, partial, no improvements, improvements. Includes sub-points for access and salvage value.

SIGNS

- Checkboxes for sign acquisition: no sign, one or more signs. Includes sub-points for title and salvage value.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes.



**MEMORANDUM OF UNDERSTANDING**

*Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.*

In addition, the parties agree as follows:

As owners of the property to be conveyed, we request payment be made as follows:

Name:		Name:	
Address:		Address:	
SSN or Tax ID:	Amount of Check: \$	SSN or Tax ID:	Amount of Check: \$
Telephone Number:		Telephone Number:	
Name:		Name:	
Address:		Address:	
SSN or Tax ID:	Amount of Check: \$	SSN or Tax ID:	Amount of Check: \$
Telephone Number:		Telephone Number:	

**Note:** Attach additional pages, as needed.

The Property Owners acknowledge that if the agreed consideration for this transaction was negotiated based upon a waiver valuation/Minor Acquisition Review (MAR) amount of at least \$10,000.00 but not more than \$25,000.00, the Property Owners were offered the option of having the Cabinet obtain an appraisal of the property and have hereby waived that option.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed \_\_\_\_\_.

Signature of Agents for Transportation Cabinet \_\_\_\_\_.

Signatures of Property Owners		Signatures of Property Owners
[Name, Title]		

**Note:** Attach additional pages, as needed.

STATEMENT OF CONSIDERATION  
EXEMPT PURSUANT TO KRS 382.135 (2) (C)

**DEED OF CONVEYANCE**

Jessamine County  
Item No. 07-3215.00

THIS DEED, between JESSAMINE COUNTY SCHOOL DISTRICT FINANCE CORPORATION of 501 East Maple Street, Nicholasville, KY, 40356, Grantor, in whose care the state and county tax bill for the aforesaid calendar year may be sent, and the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky 40622, Grantee;

WITNESSETH: That the Grantor in consideration of SIXTY-FOUR THOUSAND FOUR HUNDRED (\$64,400.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, has bargained and sold and does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property rights, to wit:

Parcel 9  
Tract A

All that tract or parcel of land being situated parallel and adjacent to the southerly right-of-way of KY 29, Wilmore Road in Nicholasville, Jessamine County, Kentucky and being more particularly described as follows:

Beginning at a point in the southerly right-of-way of KY 29, Wilmore Road, said point being 5.01 feet right of Shared Use Path centerline Station 82+66.24; thence with the southerly right-of-way of KY 29, Wilmore Road, N 87°29'12" E – 972.13 feet to a point, 23.38 feet left of Shared Use Path centerline Station 92+57.37; thence N 88°51'54" E – 63.24 feet to a point, 24.20 feet left of Shared Use Path centerline Station 93+35.29; thence N 88°51'40" E – 170.00 feet to a point, 8.60 feet left of Shared Use Path centerline Station 94+97.29, said point being on the easterly property line

of Grantor; thence with the easterly property line of Grantor, S 00°51'47" W – 16.62 feet to a point, 8.00 feet right of Shared Use Path centerline Station 94+96.46; thence leaving the easterly property line of Grantor and traversing through the lands of Grantor, S 88°00'23" W – 122.08 feet to a point, 8.00 feet right of Shared Use Path centerline Station 93+74.38; thence along a curve to the left, having a radius of 52.00 feet for an arc distance of 22.03 feet and having a chord bearing S 75°52'16" W – 21.86 feet to a point, 8.00 feet right of Shared Use Path centerline Station 93+48.97; thence S 63°44'09" W – 19.87 feet to a point, 8.00 feet right of Shared Use Path centerline Station 93+29.10; thence along a curve to the right, having a radius of 68.00 feet for an arc distance of 42.49 feet and having a chord bearing S 81°38'11" W – 41.80 feet to a point, 8.00 feet right of Shared Use Path centerline Station 92+91.61; thence N 80°27'48" W – 24.17 feet to a point, 8.00 feet right of Shared Use Path centerline Station 92+67.44; thence along a curve to the left, having a radius of 112.00 feet for an arc distance of 36.70 feet and having a chord bearing N 89°51'05" W – 36.54 feet to a point, 8.00 feet right of Shared Use Path centerline Station 92+28.11; thence S 80°45'38" W – 66.37 feet to a point, 8.00 feet right of Shared Use Path centerline Station 91+61.74; thence along a curve to the right, having a radius of 208.00 feet for an arc distance of 59.48 feet and having a chord bearing S 88°57'10" W – 59.28 feet to a point, 8.00 feet right of Shared Use Path centerline Station 91+04.55; thence N 82°51'17" W – 50.86 feet to a point, 8.00 feet right of Shared Use Path centerline Station 90+53.69; thence along a curve to the left, having a radius of 142.00 feet for an arc distance of 74.63 feet and having a chord bearing S 82°05'24" W – 73.77 feet to a point, 8.00 feet right of Shared Use Path centerline Station 89+74.86; thence N 22°57'55" W – 25.26 feet to a point, 17.26 feet left of Shared Use Path centerline Station 89+74.86; thence S 87°29'12" W – 282.54 feet to a point, 33.00 feet left of Shared Use Path centerline Station 86+85.04; thence S 33°50'10" W – 62.84 feet to a point, 8.00 feet right of Shared Use Path centerline Station 86+39.75; thence along a curve to the right, having a radius of 308.00 feet for an arc distance of 195.55 feet and having a chord bearing N 87°55'32" W – 192.28 feet to a point, 8.00 feet right of Shared Use Path centerline Station 84+49.28; thence N 69°44'12" W – 76.06 feet to a point, 8.00 feet right of Shared Use Path centerline Station 83+73.22; thence along a curve to the left, having a radius of 192.00 feet for an arc distance of 77.58 feet and having a chord bearing N 81°18'44" W – 77.05 feet to a point, 8.00 feet right of Shared Use Path centerline Station 82+92.41; thence S 87°06'45" W – 27.67 feet to a point, 8.00 feet right of Shared Use Path centerline Station 82+67.74, said point being on the westerly property line of Grantor; thence with the westerly property line of Grantor, N 23°37'27" E – 3.34 feet to the point of beginning, containing 0.812 acres (35405.5 sq. ft.).

It is the specific intention of the Grantor herein to convey the property described above in fee simple.

Parcel 9  
Tract B

All that tract or parcel of land being situated along the southerly right-of-way of KY 29, Wilmore Road in Nicholasville, Jessamine County, Kentucky and being more particularly described as follows:

Beginning at a point in the proposed Shared Use Path right-of-way, common corner to the above-described PROPOSED RIGHT-OF-WAY, said point being 8 feet right of Shared Use Path centerline Station 86+39.75; thence N 87°08'53" E – 194.08 feet to a point, 8.00 feet right of Shared Use Path centerline Station 88+39.97; thence S 78°12'28" E – 40.06 feet to a point, 14.12 feet right of Shared Use Path centerline Station 88+76.37; thence N 67°02'05" E – 102.16 feet to a point, 8.00 feet right of Shared Use Path centerline Station 89+74.86, said point being on the above-described PROPOSED RIGHT OF WAY; thence N 22°57'55" W – 25.26 feet to a point, 17.26 feet left of Shared Use Path centerline Station 89+74.86; thence S 87°29'12" W – 282.54 feet to a point, 33.00 feet left of Shared Use Path centerline Station 86+85.04; thence S 33°50'10" W – 62.84 feet to the point of beginning, containing 0.339 acres (14750.9 sq. ft.).

It is the specific intention of the Grantor herein to convey a permanent easement for the property described above and designated as Parcel No. 9 – Tract C for the purpose of constructing and maintaining a shared use path.

Parcel 9  
Tract C

All that tract or parcel of land being situated along the southerly right-of-way of KY 29, Wilmore Road in Nicholasville, Jessamine County, Kentucky and being more particularly described as follows:

Beginning at a point in the westerly property line of Grantor, common corner to the above- described PROPOSED RIGHT-OF-WAY, said point being 8.00 feet right of Shared Use Path centerline Station 82+64.74; thence with the above-described PROPOSED RIGHT-OF-WAY, N 87°06'45" E – 27.67 feet to a point, 8.00 feet right of Shared Use Path centerline Station 82+92.41; thence along a curve to the right, having a radius of 192.00 feet for an arc distance of 77.58 feet and having a chord bearing S 81°18'44" E – 77.05 feet to a point, 8.00 feet right of Shared Use Path centerline Station 83+73.22; thence S 69°44'12" E – 76.06 feet

to a point, 8.00 feet right of Shared Use Path centerline Station 84+49.28; thence along a curve to the left, having a radius of 308.00 feet for an arc distance of 195.55 feet and having a chord bearing S 87°55'32" E – 192.28 feet to a point, 8.00 feet right of Shared Use Path centerline Station 86+39.75; thence N 87°08'53" E – 194.08 feet to a point, 8.00 feet right of Shared Use Path centerline Station 88+39.97; thence S 78°12'28" E – 40.06 feet to a point, 14.12 feet right of Shared Use Path centerline Station 88+76.37; thence N 67°02'05" E – 102.16 feet to a point, 8.00 feet right of Shared Use Path centerline Station 89+74.86; thence along a curve to the right, having a radius of 142.00 feet for an arc distance of 74.63 feet and having a chord bearing N 82°05'24" E – 73.77 feet to a point, 8.00 feet right of Shared Use Path centerline Station 90+53.69; thence S 82°51'17" E – 50.86 feet to a point, 8.00 feet right of Shared Use Path centerline Station 91+04.55; thence along a curve to the left, having a radius of 208.00 feet for an arc distance of 59.48 feet and having a chord bearing N 88°57'10" E – 59.28 feet to a point, 8.00 feet right of Shared Use Path centerline Station 91+61.74; thence N 80°45'38" E – 66.37 feet to a point, 8.00 feet right of Shared Use Path centerline Station 92+28.11; thence along a curve to the right, having a radius of 112.00 feet for an arc distance of 36.70 feet and having a chord bearing S 89°51'05" E – 36.54 feet to a point, 8.00 feet right of Shared Use Path centerline Station 92+67.44; thence S 80°27'48" E – 24.17 feet to a point, 8.00 feet right of Shared Use Path centerline Station 92+91.61; thence along a curve to the left, having a radius of 68.00 feet for an arc distance of 42.49 feet and having a chord bearing N 81°38'11" E – 41.80 feet to a point, 8.00 feet right of Shared Use Path centerline Station 93+29.10; thence N 63°44'09" E – 19.87 feet to a point, 8.00 feet right of Shared Use Path centerline Station 93+48.97; thence along a curve to the right, having a radius of 52.00 feet for an arc distance of 22.03 feet and having a chord bearing N 75°52'16" E – 21.86 feet to a point, 8.00 feet right of Shared Use Path centerline Station 93+74.38; thence N 88°00'23" E – 122.08 feet to a point, 8.00 feet right of Shared Use Path centerline Station 94+96.46, said point being on the easterly property line of Grantor; thence with the easterly property line of Grantor, S 00°51'47" W – 11.83 feet to a point, 19.81 feet right of Shared Use Path centerline Station 94+95.87; thence leaving the easterly property line of Grantor and traversing through the lands of Grantor, S 88°00'23" W – 42.84 feet to a point, 19.81 feet right of Shared Use Path centerline Station 94+53.03; thence S 36°13'27" W – 34.98 feet to a point, 47.29 feet right of Shared Use Path centerline Station 94+31.40; thence S 74°20'06" W – 53.48 feet to a point, 59.93 feet right of Shared Use Path centerline Station 93+79.43; thence S 85°03'51" W – 458.28 feet to a point, 40.00 feet right of Shared Use Path centerline Station 89+00.01; thence S 02°50'29" E – 25.29 feet to a point, 64.63 feet right of Shared Use Path centerline Station 88+96.03; thence S 87°09'31" W – 104.88 feet to a point, 69.86 feet right of Shared Use Path centerline Station 88+03.58; thence N 02°50'29" W – 39.86 feet to a point, 30.00 feet



right of Shared Use Path centerline Station 88+03.58; thence S 87°09'31" W – 55.08 feet to a point, 30.00 feet right of Shared Use Path centerline Station 87+48.50; thence N 02°50'29" W – 8.00 feet to a point, 22.00 feet right of Shared Use Path centerline Station 87+48.50; thence S 87°09'31" W – 98.86 feet to a point, 18.00 feet right of Shared Use Path centerline Station 86+43.97; thence S 73°53'09" W – 55.12 feet to a point, 22.05 feet right of Shared Use Path centerline Station 85+92.13; thence N 87°55'32" W – 101.81 feet to a point, 22.05 feet right of Shared Use Path centerline Station 84+96.90; thence N 69°44'12" W – 126.96 feet to a point, 18.00 feet right of Shared Use Path centerline Station 83+73.22; thence N 83°07'36" W – 104.21 feet to a point, 14.99 feet right of Shared Use Path centerline Station 82+61.26, said point being on the westerly property line of Grantor; thence with the westerly property line of Grantor, N 23°37'27" E – 7.81 feet to the point of beginning, containing 0.851 acres (37053.4 sq. ft.).

It is the specific intention of the Grantor herein to convey a temporary easement for the property described above and designated as Parcel No. 9 – Tract C for the purpose of slope construction; said easement will terminate and revert upon completion of the same.

Being part of the same property conveyed by Deed to JESSAMINE COUNTY SCHOOL DISTRICT FINANCE CORPORATION, a Kentucky non-profit corporation and instrumentality of the Board of Education of Jessamine County, Kentucky, from BOARD OF EDUCATION OF JESSAMINE COUNTY, KENTUCKY, dated July 22, 1991, and recorded in Deed Book 279, Page 103, a description of which was corrected by Deed of Correction dated July 31, 1999, and recorded in Deed Book 411, Page 80, all in the office of the County Clerk of Jessamine County, Kentucky.

This proposed public highway improvement for which the above described property is being acquired is identified as **West High Shared Use Trail** State Project No. **12FO FD52 057 92380 01R; TAP 4003 (010)**, the plans for which are on file in the office of the Transportation Cabinet in Frankfort, Kentucky. The acquisition of right of way on this project was authorized by Transportation Cabinet Official Order No. **111984**. The control of access on this project and access to the remaining property of the first party shall be by permit, as required to be set forth in Section 6 of the Kentucky Administrative Regulations (603 KAR 5: 120).

**Name, Title**, is signing this Deed of Conveyance on behalf of Grantor by the authority given to **him by xxx dated xxx**.

The Grantor further covenant that he is lawfully seized of the property hereby conveyed, with full right and power to grant same, and said property is free of all encumbrances except restrictions and easements of record and all real estate taxes due and payable in 2023, which said Grantor hereby promises and agrees to pay.



TO HAVE AND TO HOLD said property and property rights unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantor has executed this DEED OF CONVEYANCE on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name, Title

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for the state and county aforesaid, do hereby certify that the foregoing deed of conveyance was produced to me in said state and county by xxx and was signed, acknowledged and delivered to be his free act and deed.

This \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Id No. \_\_\_\_\_

**STATEMENT CONCERNING TAX BILL**

The tax bill for above described real property is to be sent to Jessamine County School District Finance Corporation, 501 East Maple Street, Nicholasville, KY 40356.

This instrument prepared by:

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Darren L. Embry, Attorney  
Embry Merritt Womack Nance, PLLC  
62 Public Square  
Leitchfield, Kentucky 42754  
(270) 259-4051 Tel.  
(800) 505-0113 Fax

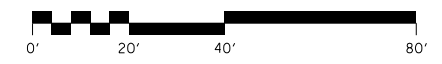
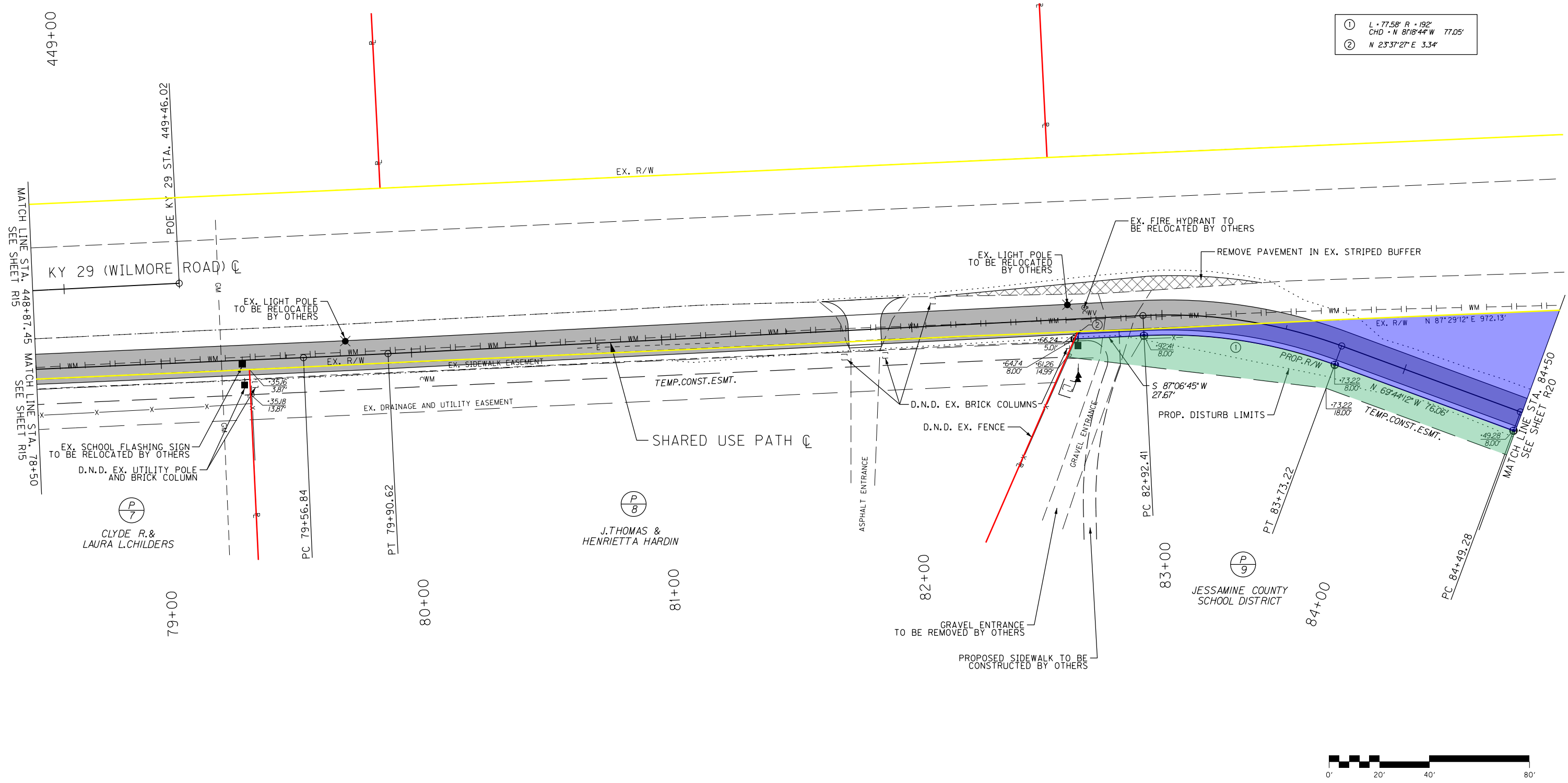
Please Return Deed To:

Strand Associates, Inc.  
Jamey L. Cash, P.E.  
325 West Main Street, Suite 710  
Louisville, KY 40202

# RIGHT OF WAY PLANS

- ① L = 77.58' R = 192'  
CHD = N 81°18'44"W 77.05'
- ② N 23°31'27"E 3.34'

FILE NAME: S:\LEX\4200-4299\4209\005\DRAWINGS\MICROS\PLAN\SHEETS\RO1800PL.DGN  
 USER: MottMc  
 DATE PLOTTED: December 2, 2021  
 E-SHEET NAME:  
 Power\_InRoads v8.11.7.443



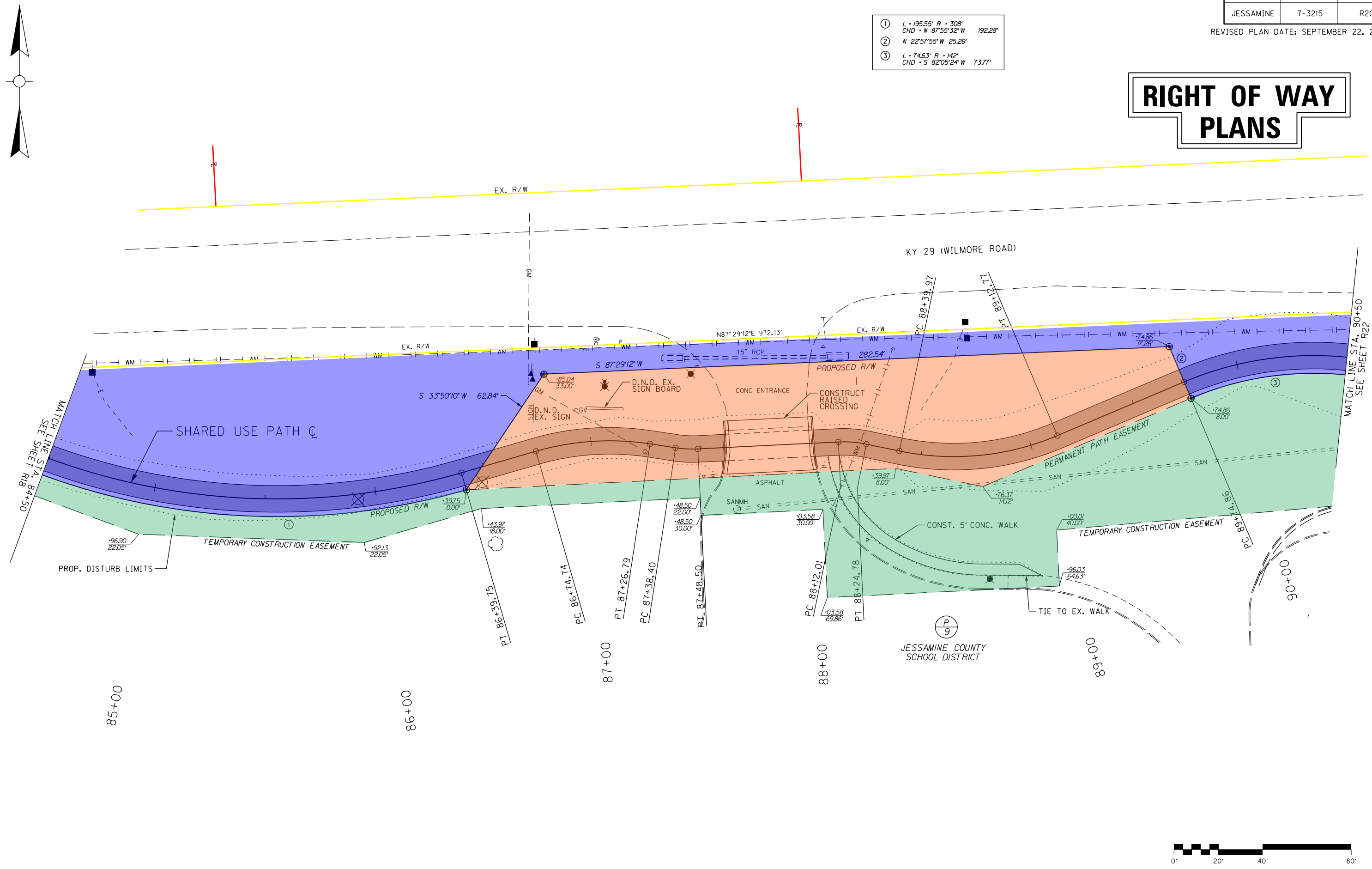
SCALE: 1"=20'  
 SHARED USE PATH  
 STA. 78+00 TO STA. 84+50  
 PLAN SHEET

COUNTY OF	ITEM NO.	SHEET NO.
JESSAMINE	7-3215	R20

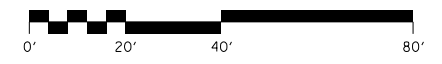
REVISED PLAN DATE: SEPTEMBER 22, 2023

- ① L = 195.55' R = 308'  
CHD = N 87°55'32" W 192.28'
- ② N 22°57'55" W 25.26'
- ③ L = 746.3' R = 142'  
CHD = S 82°05'24" W 73.77'

# RIGHT OF WAY PLANS



FILE NAME: S:\LEX\4200-4299\4209\005\DRAWINGS\MICROPLAN\SHEETS\R02000PL.DGN  
 USER: CheliseB  
 DATE PLOTTED: September 21, 2023  
 E-SHEET NAME:  
 Power\_InRoads v8.11.7.443

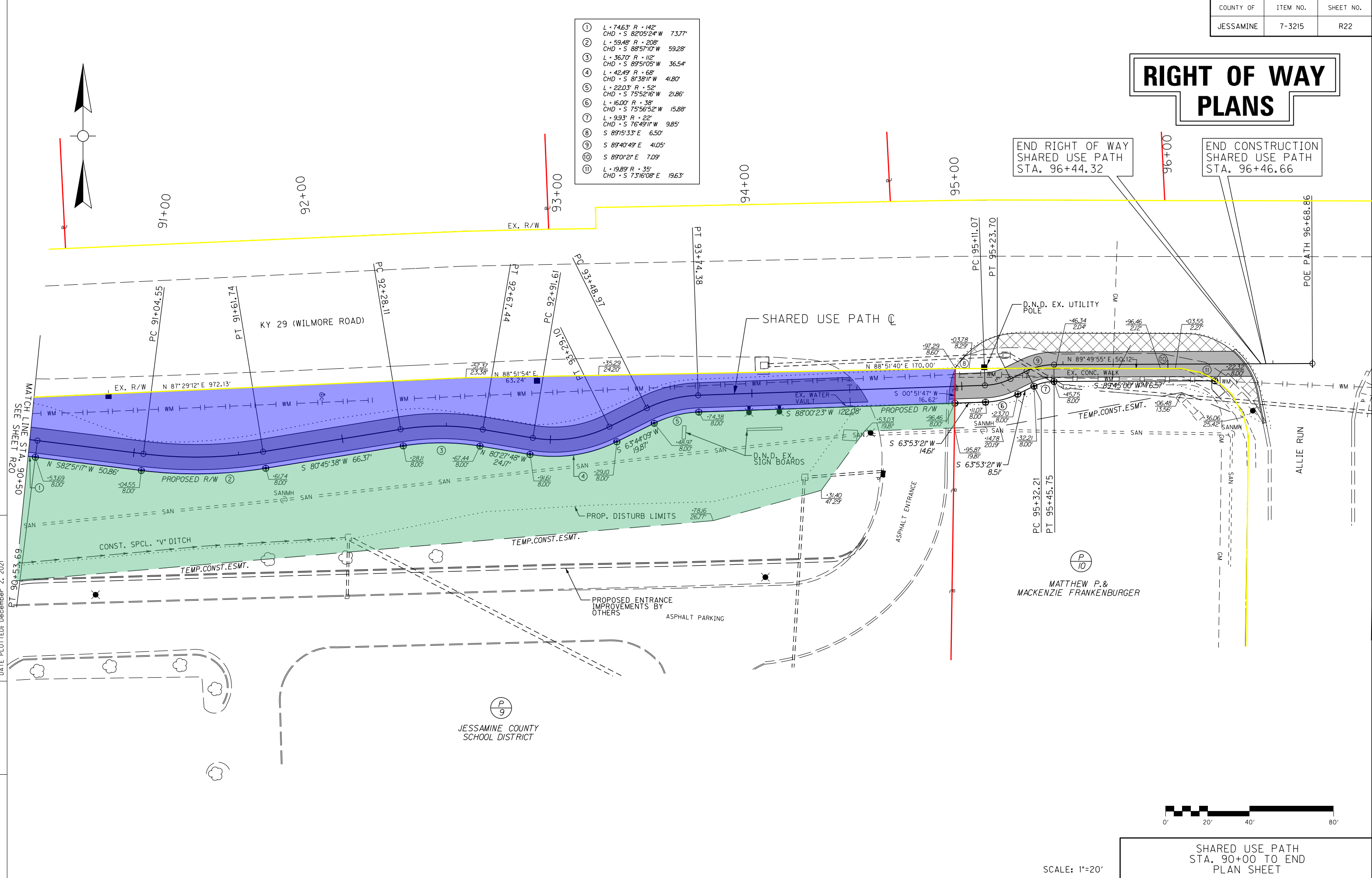


SCALE: 1"=20'  
 SHARED USE PATH  
 STA. 84+50 TO STA. 90+50  
 PLAN SHEET

# RIGHT OF WAY PLANS

- ① L = 74.63' R = 142'  
CHD = S 82°05'24" W 73.77'
- ② L = 59.48' R = 208'  
CHD = S 88°51'10" W 59.28'
- ③ L = 36.70' R = 112'  
CHD = S 89°51'05" W 36.54'
- ④ L = 42.49' R = 68'  
CHD = S 81°38'11" W 41.80'
- ⑤ L = 22.03' R = 52'  
CHD = S 75°52'16" W 21.86'
- ⑥ L = 16.00' R = 38'  
CHD = S 75°56'52" W 15.88'
- ⑦ L = 9.93' R = 22'  
CHD = S 76°49'11" W 9.85'
- ⑧ S 89°15'33" E 6.50'
- ⑨ S 89°40'49" E 41.05'
- ⑩ S 89°01'21" E 7.09'
- ⑪ L = 19.89' R = 35'  
CHD = S 73°16'08" E 19.63'

FILE NAME: S:\LEX\4200-4299\4209\005\DRAWINGS\MICROS\PLAN\SHEETS\R02200PL.DGN  
 USER: MattMc  
 DATE PLOTTED: December 2, 2021  
 E-SHEET NAME:  
 Power\_InRoads v8.11.7.443

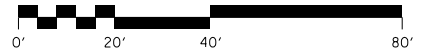


END RIGHT OF WAY  
SHARED USE PATH  
STA. 96+44.32

END CONSTRUCTION  
SHARED USE PATH  
STA. 96+46.66

Ⓟ  
MATTHEW P. &  
MACKENZIE FRANKENBURGER

Ⓟ  
JESSAMINE COUNTY  
SCHOOL DISTRICT



SCALE: 1"=20'

SHARED USE PATH  
STA. 90+00 TO END  
PLAN SHEET